

**INTERLOCAL COOPERATION AGREEMENT FOR TRAVEL DEMAND MODELING
BETWEEN THE THURSTON REGIONAL PLANNING COUNCIL AND LEWIS COUNTY**

THIS AGREEMENT, made and entered into in duplicate on this ____ day of _____, 2016, pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, by and between THURSTON REGIONAL PLANNING COUNCIL, a municipal corporation of the State of Washington, hereinafter referred to as the "TRPC", and LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY".

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The COUNTY requests that the TRPC perform the work listed in the proposal titled *Travel Demand Model Refinement for North Lewis County Industrial Access and Countywide Model*, attached hereto as exhibit "A" for a total cost of **\$73,473.00**, and hereby guarantees reimbursement to the TRPC for all work completed. The TRPC will contract all necessary labor, material, and equipment incidental to complete the tasks described in exhibit "A".

2. The COUNTY hereby agrees to reimburse the TRPC for all work done, based upon the actual cost of labor, equipment rental, and materials used, and as described in the budget section of exhibit "A".

3. The COUNTY certifies and warrants that it has the legal authority to accomplish this work with its own personnel, but in fact has insufficient manpower and expertise to accomplish this work.

4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished by the TRPC, and should such reimbursable work not be accomplished prior to December 31, 2017, any and all obligation to provide same shall terminate.

5. It is understood and agreed between the parties hereto that the COUNTY agrees to protect, defend, indemnify and hold harmless the TRPC, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the TRPC, except insofar as any obligation or responsibility is imposed upon the TRPC by statute.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THURSTON REGIONAL PLANNING COUNCIL

2424 Heritage Court SE, Suite A
Olympia, WA 98502

Lon Wyrick, Executive Director

Date

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

By: Deputy Prosecuting Attorney

P.W. Schulte, Chair

ATTEST:

Gary Stamper, Vice Chair

Karri Muir, CMC, Clerk of the Lewis
County Board of County Commissioners

Edna J. Fund, Commissioner